

A. G. Contract No.: KR90-0639-TRD
JPA No.: 90-15
Project: AZM-600-0-507
TRACS: H0801 04C
Section: 4b

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PEORIA

THIS AGREEMENT is entered into 21 OCTOBER, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PEORIA, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and the City Charter Article I, Section 3,
paragraph 15 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right-of-way (ROW)
on the Agua Fria Freeway, Loop 101 at the following location:

From northside of Skunk Creek to the centerline of
Bell Road, a net distance of approximately 1.25 miles.

NO. <u>18132</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/21/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wicky V. Greenwald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed at follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

b. After the City approval of the plans, construct the project, using State funds.

c. Furnish and install necessary water services from the 12-inch City's waterline along the south side of Bell Road to the designated locations within the right-of-way, at the State's expense.

d. Upon completion of the project, maintain said landscaping and irrigation system.

2. The City will:

a. Waive water development fees. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water hereafter necessary to properly maintain the landscape within all areas of the project, at the City's expense.

b. Furnish all water for landscape installation during the construction contract, and all water hereafter necessary to properly maintain the landscape, all at the City's expense.

c. After construction, maintain the water meter for the irrigation system located at Bell Road. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic controls will conform to the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of the State.

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2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17th Avenue, Room 616E
Phoenix, Arizona 85007

City of Peoria
Robert J. Darr
City Engineer
8401 W. Monroe Street
Peoria, Arizona 85345

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of the State to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PEORIA

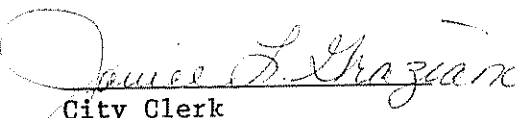
THE STATE OF ARIZONA

Department of Transportation

By 
PETER C. HARVEY
City Manager

By 
ROBERT P. MICKELSON, P.E.
for Deputy the State Engineer


Attest:


Janice L. Graziano
City Clerk

RESOLUTION

BE IT RESOLVED on this 12th day of August 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Peoria for the purpose of defining responsibilities for the construction of landscape improvements to Agua Fria/Pima Freeway (101L) from Bell Road to Skunk Creek.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN, Director
Arizona Department of
Transportation

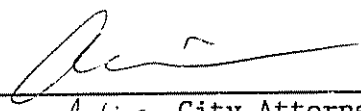
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JPA 90-15

APPROVAL OF THE PEORIA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PEORIA, and declare this agreement to be in proper form and within the powers and authority granted to the City of Peoria under the laws of the State of Arizona.

DATED this 23rd day of September, 1993.



Acting City Attorney

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR90-0639-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this *13th* day of October, 1993.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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